IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

Writ Petition No. 1430 of 2005 (M/B)

Raj Kumar S/o Mohar Lal,
R/o Village Jamour, Tehsil Khatima,
District Udham Singh Nagar. ……. Petitioner

Versus

1. State of Uttaranchal,
through District Magistrate,
Udham Singh Nagar.
2. Union Bank of India,
through Branch Manager,
Khatima,
Udham Singh Nagar.
3. The Tehsildar,
Tehsil Khatima,
District Udham Singh Nagar. ……. Respondents

Mr. S.C. Bhatt, Advocate for the petitioner.
Mr. S.K. Jain, Advocate for the respondent No. 2.

JUDGMENT
Coram: Hon. Rajeev Gupta, C.J.
Hon. M.M. Ghildiyal, J.

RAJEEV GUPTA, C.J. (Oral)

1. The petitioner has filed this writ petition for the following reliefs:

> "a. Issue a writ, order or direction in the nature of mandamus commanding the respondent not to recover the loan prior to the prescribed time of the loan and kindly fixed the some easy instalments.
>
> b. Issue a writ, order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.
>
> c. Award cost of the petition to the petitioner."

2. Admittedly, the petitioner has taken an amount of Rs. 1,01,502/- under Prime Minister Rojgar Yojana from second respondent Union Bank of India, Khatima Branch, District Udham Singh Nagar in October, 2003. Under the loan agreement, the petitioner was required to pay first instalment on 10.11.2003 and the entire loan amount was to be repaid within a period of 5 years. As the

petitioner made default in payment of instalments fixed under the loan agreement, recovery citation (Annexure 1) was issued against the petitioner for realisation of the principal amount and the interest due.

3. The petitioner, in his petition, has admitted the fact of taking loan from second respondent Union Bank of India. That the petitioner committed default in making payment of the instalments, is also not disputed by the petitioner.

4. In this view of the matter, we don not find any illegality in the issuance of recovery citation against the petitioner for the amount due under the loan agreement.

5. The petitioner, however, shall be at liberty to approach second respondent Union Bank of India for the facility of further instalments/ extension of time for payment of instalments if permissible under the agreement and the relevant provisions of law.

6. With the above observation, the writ petition stands disposed of.

(M.M. Ghildiyal, J.) **(Rajeev Gupta, C.J.)**
21.02.2006 **21.02.2006**

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